Properties

PIN 04114 - 0434 LT

Description PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603; SUBJECT TO AN EASEMENT OVER PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD)PLAN 3922 PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; SUBJECT TO AN EASEMENT OVER PART 9 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; SUBJECT TO AN EASEMENT OVER PART 10 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; SUBJECT TO AN EASEMENT OVER PART 39 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD)PLAN 3922 PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD)PLAN 3922 PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PART 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 13 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 12 & 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 12 & 13 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 14 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 14 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 15 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 12 & 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART

Properties

LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) BEING PT 54 ON 4R35603 AS IN OC2644150;; SUBJECT TO AN EASEMENT OVER PTS 3 & 10 ON 4R35603 AS IN OC1615527; SUBJECT TO AN EASEMENT OVER PTS 28 & 39 ON 4R35603 AS IN OC2257574; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; SUBJECT TO AN EASEMENT AS IN OC2657069; SUBJECT TO AN EASEMENT AS IN OC2657145; SUBJECT TO AN EASEMENT AS IN OC2657160; CITY OF OTTAWA

Address OTTAWA

PIN 04114 - 0438 LT

Description PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PART 5 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 5 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT AS IN OC2657069; SUBJECT TO AN EASEMENT AS IN OC2657145; SUBJECT TO AN EASEMENT AS IN OC2657160; CITY OF OTTAWA

Properties

Address OTTAWA

PIN 04114 - 0439 LT

Description PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 41 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 41 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT AS IN OC2657069; SUBJECT TO AN EASEMENT AS IN OC2657145; SUBJECT TO AN EASEMENT AS IN OC2657160; CITY OF OTTAWA

Address OTTAWA

PIN 04114 - 0440 LT

Description PART OF LOTS 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 50 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 50 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS

Properties

IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT AS IN OC2657069; SUBJECT TO AN EASEMENT AS IN OC2657145; SUBJECT TO AN EASEMENT AS IN OC2657160; CITY OF OTTAWA

Address OTTAWA

PIN 04114 - 0441 LT

Description PART OF LOT 13, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 53 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 53 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN

Properties

3922 BEING PT 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT AS IN OC2657069; SUBJECT TO AN EASEMENT AS IN OC2657145; SUBJECT TO AN EASEMENT AS IN OC2657160; CITY OF OTTAWA

Address OTTAWA

Consideration

Consideration $0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name CLARIDGE HOMES (MOON) INC.
Address for Service 505 Preston Street, 2nd Floor
Ottawa, ON K1S 4N7

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Anne-Marie Celine Magneron	1400-340 rue Albert Street Ottawa K1R 0A5	acting for Applicant(s)	Signed	2024 02 12

Tel 613-238-2022

Fax 613-238-8775

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

PERLEY-ROBERTSON, HILL & MCDOUGALL LLP/s.r.l.	1400-340 rue Albert Street Ottawa K1R 0A5		2024 02 12

Tel 613-238-2022

Fax 613-238-8775

Fees/Taxes/Payment

Statutory Registration Fee	$69.95
Total Paid	$69.95

File Number

Applicant Client File Number : CMMO0001

SHARED FACILITIES AGREEMENT

THIS SHARED FACILITIES AGREEMENT February 1st, 2024.

B E T W E E N:

CLARIDGE HOMES (ALBERT) INC., in its capacity as general partner of **CLARIDGE HOMES (ALBERT) LIMITED PARTNERSHIP**

(hereinafter referred to as "**C-Albert**")

OF THE FIRST PART;

- and -

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1106

(hereinafter referred to as the "**Condominium Corporation**")

OF THE SECOND PART.

WHEREAS:

A. C-Moon was the Declarant of the Condominium Corporation and entered into the Construction Easement and Cost Sharing Agreement with C-Albert for the purposes of establishing the cost sharing arrangement with respect to the design and construction of the Structures.

B. Construction of the Structures has been completed and C-Moon has transferred title to the Condominium Lands to the Condominium Corporation, C-Albert and the Condominium Corporation are entering into this Agreement for the purposes of providing for the mutual use, maintenance, operation and cost-sharing of the Shared Facilities which will serve and benefit the Structures.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN DOLLARS ($10.00) of lawful money of Canada now paid by each Party to the other (the receipt and sufficiency of which is hereby acknowledged by each Party), each Party hereby covenants and agrees to and with each other and each of them as follows:

ARTICLE I
PRELIMINARY MATTERS

Section 1.01 Definitions

(a) "**Acceptable Standards**" means the following:

(1) with respect to any equipment, device, apparatus or system, including for clarity any of the foregoing included within the Shared Facilities in accordance with the standards specified by its manufacturer/supplier and in compliance with all applicable laws, by-laws and governmental rules and regulations to ensure the efficient and safe operation for its intended purpose;

(2) with respect to any structural or other non-operating element, part or component: good repair, having regard to the standards of a reasonable and prudent owner and in compliance with all applicable laws, by-laws and governmental rules and regulations;

(3) with respect to any sewer or watermain: good repair, having regard to the standards prescribed by the City or other public authority with authority over such sewer or watermain for construction and maintenance of similar works on municipal property or the standards prescribed by the appropriate utility supplier; and

(4) with respect to any paved surfaces, walkways, ramps or landscaped/grassed area, properly surfaced, striped, cultivated and/or tended at all times, suitable for its intended purpose(s) and in compliance with all applicable laws, by-laws and governmental rules and regulations with all driveways and sidewalks to be cleared of snow within a reasonable period of time, having regard to the standards of a reasonable and prudent owner of facilities comparable to the facilities constructed on either Party's Structure.

(b) "**Access Corridors**" means collectively walkways, laneways, access roads, parking areas, driveways and other access areas or corridors designed to access the Shared Facilities, all of which are designated as Easements.

(c) "**Act**" means the *Condominium Act*, S.O. 1998, as amended from time to time.

(d) "**Agreement**" means this shared facilities agreement as amended, including the recitals and all Schedules attached hereto.

(e) "**Albert Lands**" means the lands as more particularly described in Schedule "B".

(f) "**Albert Structure**" means the five levels of underground parking, one level/floor of retail space, and two residential rental towers, one being twenty-seven (27) storeys and the other nine (9) storeys located on the Albert Lands.

(g) "**Approved Operating Budget**" has the meaning ascribed to it in Section 3.03(a).

(h) "**Assignee**" has the meaning ascribed to it in Section 10.01.

(i) "**Assignor**" has the meaning ascribed to it in Section 10.01.

(j) "**Assumption Agreement**" has the meaning ascribed to it in Section 10.01.

(k) "**Business Day**" means any day other than a Saturday or Sunday on which banks are open for business in Ottawa, Ontario.

(l) "**Chargee Agreement**" has the meaning ascribed to it in Section 10.02.

(m) "**Chargee**" has the meaning ascribed to it in Section 10.02.

(n) "**Chargor**" has the meaning ascribed to it in Section 10.02.

(o) "**City**" means the City of Ottawa.

(p) "**C-Moon**" means Claridge Homes (Moon) Inc.

(q) "**Condominium Corporation**" means Ottawa-Carleton Condominium Corporation No. ___, a condominium corporation with respect to the units and their appurtenant common interests which together comprise the property contained in the Condominium Corporation's condominium plan, as more particularly described in Schedule "A".

(r) "**Condominium Lands**" means the lands as more particularly described in Schedule "A".

(s) "**Condominium Structure**" means the part of the Condominium Lands, together with the buildings thereon which have been registered as all of the units and common elements in the register for the Condominium Corporation, consisting of the twenty-seven (27) storey condominium and 4th and 5th levels of parking located on the Condominium Lands, as more particularly described in Schedule "A".

(t) "**Construction Easement Cost Sharing Agreement**" means the construction easement and cost sharing agreement between C-Moon and C-Albert dated September 1, 2020 which sets forth the terms governing the design and construction, including cost sharing, of the Structures, including the Shared Facilities.

(u) "**Court**" means the Ontario Superior Court of Justice.

(v) **"Declarant"** has the meaning ascribed to it in the Act.

(w) "**Declaration**" means the declaration registered under Section 2 of the Act and any amendments thereto in regard to the Condominium Corporation.

(x) "**Defaulting Party**" has the meaning ascribed to it in Section 7.07(a).

(y) "**Easements**" has the meaning ascribed to it in Section 2.01.

(z) "**Environmental Laws**" means any law, by law, order, ordinance or regulation of any applicable federal, provincial or municipal government or government department, agency or regulatory authority or any court of competent jurisdiction relation to environmental matters and/or regulating the import, manufacture, storage, distribution, labelling, sale, use, handling, transport or disposal of Hazardous Substances including, but not limited to the *Environmental Protection Act* (Ontario).

(aa) **"Force Majeure**" means any of the following events which prevents or materially impairs a Party from performing a covenant under this Agreement and is not caused and is beyond the reasonable control of such Party: acts of God, floods, earthquakes, tidal waves, hurricanes, windstorms, severe weather conditions, lightning, fire, wars (whether declared or not), riots, insurrections, rebellions, acts of terrorism, civil commotions, sabotage, partial or entire failure of utilities, strikes, walkouts or other labour disruptions, delays in transportation, accidents, shortages of and inability to procure labour, materials and supplies (after all commercially reasonable efforts have been made by such Party to obtain replacement for such labour, materials and supplies) or orders, legislation, regulations and directives of any Governmental Authority. For greater certainty, lack of funds, the state of the market or any wilful or negligent act or omission on the part of a Party does not constitute Force Majeure.

(bb) "**Grantee**" has the meaning ascribed to it in Section 12.07.

(cc) "**Grantor**" has the meaning ascribed to it in Section 12.07.

(dd) "**Hazardous Substances**" means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls, chlorinated solvents and asbestos.

(ee) "**Initiating Party**" has the meaning ascribed to it in Section 8.01.

(ff) "**Inquiring Person**" has the meaning ascribed to it in Section 12.09(a).

(gg) "**Lands**" means collectively the Albert Lands and the Condominium Lands.

(hh) "**Non-Defaulting Party**" has the meaning ascribed to it in Section 7.07(a)(2).

(ii) "**Operation and Maintenance**" means the repair, replacement, maintenance or operation of the Shared Facilities, including the use and benefit the such entrance areas, structures (including support and use thereof), parking garage and internal drive aisles, ramps and, equipment, service pipes, wires, cables, conduits and infrastructure systems necessary to enable a Party to use the Shared Facilities and the Lands subject to the Easements, all as located in the Easements.

(jj) "**Operating Budget**" has the meaning ascribed to it in Section 3.03(a).

(kk) "**Party**" means either C-Albert or the Condominium Corporation and "**Parties**" means both of them.

(ll) **"Proportionate Share"** has the meaning ascribed to it in Section 3.02(a)(1).

(mm) "**Reference Plan**" means the reference plan known as 4R-33169 attached hereto as Schedule D.

(nn) "**Responding Party**" has the meaning ascribed to it in Section 8.01.

(oo) "**Security**" has the meaning ascribed to it in Section 10.02.

(pp) **"Shared Facilities**" means the shared facilities itemized in Schedule "C" and the Easements.

(qq) **"Structure**" means either the Condominium Structure or the Albert Structure and "**Structures**" means both the Condominium Structure and Albert Structure.

Section 1.02 Schedules

(a) Schedule "A" Condominium Lands

(b) Schedule "B" Albert Lands

(c) Schedule "C" Shared Facilities

(d) Schedule "D" Reference Plan

(e) Schedule "E" Approved Budget for First Calendar Year

(f) Schedule "F" Form of Assignment and Assumption Agreement

(g) Schedule "G" Form of Chargee Agreement

Section 1.03 Recitals

The recitals hereinbefore set forth are true in substance and in fact.

ARTICLE II
EASEMENTS

Section 2.01 Non-Exclusive Easements Impacting the Lands

Subject to the terms of this Agreement, each Party, on behalf of itself, its successors and assigns, hereby acknowledges and agrees that the Lands are subject to the non-exclusive Easements and rights in favour of and used in common with the other Party, its successors and assigns, for themselves and for the benefit of their owners, occupants, tenants, customers, employees, servants, agents, invitees, occupants

and licensees, and for the customers, employees, servants, agents, invitees, occupants and licensees of their tenants, related to access, pedestrian passage, vehicular passage, maintenance, support and use. The non-exclusive Easements and rights are as set out in the Transfer/Deed of Land registered in the Ottawa-Carleton Land Registry Office as Instrument No. OC2644149 and OC2644150 and more particularly described in Schedule "A" and Schedule "B" (the "**Easements**").

Section 2.02 Maintenance of Easements

Subject to the provisions contained in this Agreement, it is hereby acknowledged that each Party shall be primarily responsible for governing and arranging for the Easements which are situate within its Lands and as such to engage all requisite contractors, servicemen, etc., as required to do so, but, in the event that it fails to maintain, operate, repair, replace and inspect that portion of the Easements which is situate in its Lands, in accordance with the foregoing provisions, then the other Party, shall be entitled to perform and complete such work, and the cost of shall be borne by the other Party, except if otherwise contemplated by the provisions set out herein. For greater certainty, any repairs to the Structures shall be at the expense of the Party owning the Structure needing repairs.

Section 2.03 Relocation of Easements

(a) Subject to the provisions contained in this Section 2.03 and elsewhere in this Agreement, either Party, at its sole cost and expense, may make any alterations or additions (including demolition and reconstruction) to its Structure and in so doing may relocate any Easement or right, including as set forth in the Declaration where applicable, within its Lands granted in favour of the other Party, provided however that:

(1) such alterations or additions, after they are completed, shall not diminish in any material or financial manner the rights afforded by any such Easement or right;

(2) such alterations or additions, after they are completed, shall not unreasonably interrupt the other Party's use of any such Easement or right; and

(3) during the time such alterations or additions are being constructed, they shall not interrupt or discontinue the Easement or right benefitting the other Party, without an alternative right being supplied to such Party during the period of alteration or addition which is substantially equivalent to the right afforded to it prior to such alteration or addition being commenced.

(b) If at any time during the term of this Agreement, a Party proposes to either make such alterations to its Structure which changes the location or otherwise affects any Easement or right granted to the other Party in this Agreement or otherwise, including the rights to use of the Shared Facilities, then, before commencing such alterations, such Party shall give to the other Party so affected, a copy of plans and specifications showing the proposed alterations. If the other Party reviewing such plans does not, within thirty (30) days after delivery of said plans and specifications, give to the other Party a written notice asserting that the proposed alterations as shown, will violate the provisions of this Agreement, including Section 2.03(a), and specifying how it would be so violated, then such Party shall be conclusively deemed to have agreed that such alterations will not violate the provisions of this Section, provided they are actually made or constructed substantially as shown on the plans and specifications furnished to the other Party. If the affected Party after receiving such plans files written notice as aforesaid, and if the dispute cannot be settled within fifteen (15) days after the giving of such notice, then the Party seeking the alterations shall not commence any alterations until the dispute has been resolved by arbitration in accordance with this Agreement.

(c) The Party making such alterations shall comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction and shall be responsible for obtaining any requisite approvals under the *Planning Act*, R.S.O. 1990, as amended from time to time. Such Party shall, to the extent reasonably practical, make these alterations in such manner as to minimize any noise or vibration which would disturb any occupants of the other Party's Structure.

Section 2.04 General Reservation and Covenant

Each servient Party of such Easement contemplated in this Article II hereby reserves its rights over any Easement granted by it, and each dominant Party of such Easement agrees to abide by all reasonable rules and regulations of the servient Party of such Easement, to the extent they do not conflict with the provisions of this Agreement, as may be communicated to such grantee in writing from time to time, including the placing of reasonable restrictions on the times and days during which such Easements may be used. In exercising their rights to the Easements granted herein, the Condominium Corporation and C-Albert shall act at all times in a prudent and reasonable manner so as to minimize the interference occasioned to the other Party or their permitted tenants, occupants and invitees.

Section 2.05 Declaration of the Condominium Corporation

Easements referenced in the Declaration are to be governed by the terms of this Agreement.

ARTICLE III
SHARED FACILITIES AND COST SHARING

Section 3.01 Benefits

(a) C-Albert and the Condominium Corporation hereby agree that the Shared Facilities shall be for the benefit of the Structures and shall be, maintained, operated, repaired, improved, altered and replaced only in the manner as herein set out.

Section 3.02 Operation and Maintenance

(a) The Operation and Maintenance shall be apportioned and paid for by each Party as follows:

(1) C-Albert will carry out the Operation and Maintenance to the Acceptable Standards at all times.

(2) Each Party shall contribute to any costs related to the Operation and Maintenance in the following proportions:

Condominium Corporation:	50%
C-Albert:	50%

(the "**Proportionate Share**").

(b) The costs for Operation and Maintenance for the first calendar year are set forth in the budget attached as Schedule "E" and the budget for subsequent years shall be established either by: (i) the contract price of the service provider retained to carry out the Operation and Maintenance by the Party on whose Land the Operation and Maintenance is carried out on; or (ii) in the alternative, by the estimate of a consulting engineer (addressed to both Parties) retained by the Party on whose Land the Operation and Maintenance is carried out on.

Section 3.03 Shared Operating Costs

(a) On or before January 1 of each year following the first calendar year, C-Albert will deliver to the Condominium Corporation for approval a draft budget (the "**Operating Budget**") for the upcoming calendar year. The Operating Budget will set out the costs for Operation and Maintenance for such year. The Condominium Corporation will respond to the draft Operating Budget within 30 days after submission. The Condominium Corporation may approve the draft Operating Budget in whole (the "**Approved Operating Budget**") or in part; provided that, the Condominium Corporation must act reasonably and in good faith in granting or withholding its approval to the Operating Budget or any line item thereof. If the Condominium Corporation fails to respond within such period to the draft Operating Budget or to any line item in the draft Operating Budget, such draft Operating Budget or line item (as the case may be) will be deemed to have been approved by the Condominium Corporation. If, in any calendar year, the Condominium Corporation does not approve a draft Operating Budget or any line item therein then, until it does approve a draft Operating Budget or line item therein (or until the Operating Budget dispute is determined in accordance with Section 3.03(c)), the Approved Operating Budget for such calendar year will be the Approved Operating Budget for the immediately preceding calendar year. Where the Condominium Corporation does not approve a draft Operating Budget or line item (as the case may be) and the Approved Operating Budget for the immediately preceding calendar year applies in the interim, then each Party agrees to reconcile any overpayments or underpayments made by either Party as a result of such interim arrangements within 30 Business Days of the date on which the Condominium Corporation approves the draft Operating Budget or line item.

(b) So long as C-Albert is not in default, on the first day of each month, the Condominium Corporation shall pay an amount equal to its Proportionate Share projected for such month in the Approved Operating Budget for such month.

(c) If, at any time, each Party cannot agree upon an Operating Budget or any line item thereof, then, upon five (5) Business Days' notice to the other Party, the matter may be submitted by either Party to dispute resolution pursuant to Section 8.01.

Section 3.04 Payment of Shared Costs

(a) So long as a Party is not in default of its obligations hereunder, the other Party covenants and agrees to be responsible for and to promptly pay upon demand such Party's Proportionate Share in accordance with the Approved Operating Budget. Within 120 days after the end of each calendar year, C-Albert will deliver to the Condominium Corporation a statement showing the total costs for Operation and Maintenance, for the immediately preceding calendar year and reconciling amounts expended and received. A Party that has paid less than the amount required under this Agreement shall pay the unpaid balance to the other Party within thirty (30) days after the delivery of the statement by C-Albert to the Condominium Corporation.

Section 3.05 Audits of Shared Costs

Either Party may, at its option and at its own expense, conduct internal audits of the books, records and accounts relating to the Shared Facilities costs. Audits may be on a periodic basis and may be conducted by representatives of such Party or by independent auditors.

Section 3.06 Other Costs

Each Party shall be responsible for all costs relating to:

(a) the payment of all heating, ventilating, air conditioning, water or other utilities, such as gas or electricity, used by such Party and metered at its Structure;

(b) repair, replacement, maintenance and operation of its Lands not forming part of the Shared Facilities, even though the other Party may possess Easements over such portion of its Lands, unless the requirement to repair or replace was a result of the other Party's negligence or wilful misconduct.

Section 3.07 No Barriers or Variations

Except as otherwise provided in the Plans and Specifications, each Party covenants and agrees not to construct, install, erect or affix or permit to be constructed, installed, erected or affixed any fence, wall barrier, fixture, or other material obstruction whatsoever in, on, or between the Access Corridors, nor make any changes to the Access Corridors, as the case may be, which would in either instance inhibit or prevent passage, ingress and egress for pedestrians or vehicles as provided for in the Easements.

Section 3.08 Maintenance of Access Corridors, Etc.

Each Party agrees the Access Corridors will be, at its own expense, maintained in good order and repair, be properly drained, be kept in sanitary condition, be cleared of ice, snow and rubbish in a timely manner in accordance with the Acceptable Standards and be kept adequately lit during and for appropriate periods before and after business hours. Furthermore, the Access Corridors shall be kept free of mud, dirt, debris and will be power-swept as required from time to time. For clarity, each Party shall be responsible for any striping, repairing or other resurfacing of the Access Corridors, save and except for those areas forming part of the Shared Facilities, which will be dealt with in accordance with this Agreement.

Section 3.09 Heating and Air

Each Party shall operate the heating, ventilating and air-conditioning equipment in its building and improvements at such times and in such manner that none of the heating and air-conditioning generated by the other Party's Structure is appropriated to its Structure.

Section 3.10 Fire Alarm System

Each Party covenants and agrees to co-operate (i) to ensure that the fire detection and alarm systems installed in and serving each Structure is compatible with each other and are connected such that a fire detected by one system will trigger an alarm in both systems; and (ii) regarding all fire safety matters in respect of the Lands.

Section 3.11 Covenant of Condominium Corporation

The Condominium Corporation covenants and agrees that Parking Level 4 and Parking Level 5 as described in the Reference Plan constructed upon the Albert Lands shall:

(a) not be used as a commercial parking garage for use by the public;

(b) not contain at any time in excess of 167 parking spaces; and

(c) not be used by anyone other than the Condominium Corporation and its unitholders, and their respective successors and assigns, and the respective customers, employees, servants, agents, invitees, occupants and licensees of the Condominium Corporation and its unitholders, and their respective successors and assigns.

Section 3.12 Emergency

In the event of an emergency situation where the life or safety of the public is endangered or the Lands or Structure of a Party or Easement area or areas over which a Party has a right of entry or use and/or related improvements, are in imminent danger of collapse or damage, then a Party shall give such notice as is reasonably possible of such emergency or danger to the other Party where such emergency condition exists, and such Party shall be entitled to enter the other Party's part of the Lands to perform such emergency work as is necessary to deal with the emergency situation, at the cost of the other Party, but in each such case in a manner not otherwise breaching or at variance with the other terms of this Agreement.

ARTICLE IV
INSURANCE AND INDEMNITIES

Section 4.01 Insurance Requirements

(a) Each Party covenants and agrees to take out and keep in full force and effect at the times set out below, insurance in accordance with the following terms:

(1) Each Party shall take out and keep in full force and effect insurance upon the Lands and improvements erected on its Lands at all times during the term of this Agreement protecting from loss or damage caused by risks normally insured against for improvements of a similar nature for the full insurable value of the Lands and improvements and the replacement value of such improvements. Each Party shall also take out and keep in full force and effect liability insurance in an amount of no less than $5,000,000. Furthermore, each Party shall annually provide to the other evidence that its Structure is insured for its full replacement value and that the required liability insurance is in place.

(2) The insurance referred to above shall be with an insurer/insurers licensed to do business in Canada with an AM Best Rating of not less than -A. Each Party agrees, prior to the exercise by a Party of any rights conferred under this Agreement, that a certificate of insurance (in a form reasonably satisfactory to the other Party) will be delivered to the other Party. Such policies shall contain an undertaking by the insurers to notify the Parties in writing not less than thirty (30) days prior to any cancellation, failure to renew or material change resulting in a reduction or restriction of coverage; and

(3) If a Party fails to take out or to keep in force any such insurance referred to above, or should any such insurance not be approved by the other Party, a Party may provide written notice to the Defaulting Party suspending all rights granted herein to the Defaulting Party and the Defaulting Party shall immediately cease and desist from exercising any rights in respect of the Shared Facilities until such time as the Defaulting Party has delivered further written notice that it is satisfied that the insurance referred to above is in place.

Section 4.02 Appraisal

Each Party shall have the right, but no the obligation, to demand the other Party obtain an appraisal of its Structure to determine the full replacement value of the Structure for insurance purposes, once every five years.

Section 4.03 Named Insured

(a) Every insurance policy held by either Party with respect to its Structure shall have the Other Party named in the policy as a named insured and such policies shall provide that the policy may not be cancelled without providing 30 days prior notice in writing to the named insured. In addition to the foregoing, the Parties shall maintain a joint policy of insurance with respect to all five (5) levels of below grade parking and all Shared Facilities, the cost of which shall be shared in proportion to each Party's insurable interest therein.

Section 4.04 Indemnification

(a) Each Party hereby indemnifies and holds harmless the other Party and its officers, directors, shareholders, employees, agents, tenants, occupants, invitees and licensees from and against any and all claims, demands, actions, causes of actions, costs, losses, liabilities or expenses such Party suffers or incurs by reason of the acts or omissions of the other Party or those for whom it is at law responsible relating to:

(1) any breach of any provision of this Agreement or the Declaration;

(2) the use of or access to the Lands or Structures by each Party or its employees, agents or independent contractors as provided for under this Agreement; or

(3) as a result of any work carried out by each Party or its employees, agents or independent contractors respecting any damage to the Lands or Structures.

ARTICLE V
DAMAGES AND REMEDIES

Section 5.01 Repair

Each Party covenants and agrees to the other that it shall be responsible to forthwith repair and/or replace any property (both realty and personalty) owned by the other, which is damaged or destroyed by such Party or any of their occupants, residents, tenants, licensees, workmen, servants or agents in the course of using or enjoying the Shared Facilities or the Easements or in the repair or replacement of any part of the Structures. The Party making such repair or replacement shall provide to the other Party detailed invoicing and other reasonable information on all repairs and replacements.

Section 5.02 Damage to Less than 25% of the Condominium Structure

Where an event occurs which damages less than 25% of the Condominium Structure, the Condominium Corporation shall promptly rebuild, restore and repair the damage in consultation with C-Albert.

Section 5.03 Damage to More than 25% of the Condominium Structure

(a) Where an event occurs which damages more than 25% of the Condominium Structure in the event the Condominium Corporation, pursuant to the requirements of the Act has elected not to rebuild the Condominium Structure, then subject to the provisions hereof and any other agreement that may be made by the Parties and subject further to C-Albert having elected to rebuild the Albert Structure, where applicable, the Condominium Corporation shall nevertheless rebuild, restore, replace or repair those parts of the Condominium Structure that are necessary for the continued maintenance of the Easements and the Shared Facilities, as well as any rights of support hereby described and granted to C-Albert hereunder or by the Declaration. In this regard, sufficient amounts shall be retained by the Condominium Corporation or otherwise made available to C-Albert from any insurance proceeds payable to the Condominium Corporation as a result of the event having caused the damage, to allow C-Albert to perform the above-mentioned obligations if the Condominium Corporation does not do so. The Condominium Corporation shall provide its insurance trustee with a written direction in this regard, where applicable. Failing an agreement between the Condominium Corporation and C-Albert as to the process by which such proceeds shall be held, as otherwise secured for this purpose or as to the proper amount of this holdback or paid out amount, these issues may be submitted by either Party to dispute resolution pursuant to Section 8.01.

(b) For the purposes of this Section 5.03, the Condominium Corporation shall be deemed to have elected not to rebuild if the Condominium Corporation has validly voted for termination pursuant to the Act.

Section 5.04 Damage to the Albert Structure

In the event damage has occurred to the Albert Structure and C-Albert has decided not to rebuild, then subject to the provisions hereof and any other agreement that may be made between the Parties, and subject further to the Condominium Corporation having elected to rebuild the Condominium Structure, where applicable, C-Albert shall rebuild, restore, replace or repair those parts of the Albert Structure that are necessary for the continued maintenance of the Easements and the Shared Facilities, as well as any rights of support hereby described and granted to the Condominium Corporation hereunder or granted by the Declaration. Failing an agreement between the Condominium Corporation and C-Albert as to the process by which such rebuilding shall take place these issues may be submitted by either Party to dispute resolution pursuant to Section 8.01.

Section 5.05 Granting New Easements

In complying with its obligations provided in Section 5.03(a) or Section 5.04, C-Albert or the Condominium Corporation shall be required to grant new easements or rights appurtenant to its Structure which will enable it to restore or construct (in such manner so as not to diminish in any material way, the value of other's Structure) at its expense, any part of its Structure necessary to enable it to continue the use and enjoyment of the easements and rights enjoyed or used by it and as are described hereunder or granted to it by the Declaration. Any new easement or right so granted shall have the same force and effect and shall be subject to the provisions of this Agreement as if same had been granted pursuant to Article II.

Section 5.06 Completing Repairs

(a) Each Party required under this Article V to carry out repairs, restoration or replacement of any part of its Structure will commence such work promptly, will proceed to completion thereof with reasonable diligence, in coordination with the other Party, and in accordance with the Acceptable Standards.

(b) If, (i) under this Agreement or pursuant to the Act, a Party is not required to make necessary repairs and does not in fact repair, or (ii) under this Agreement or pursuant to the Act, a Party is required to make necessary repairs and does not in fact repair, then the other Party may effect such repairs which are required to be made as it deems necessary for the continued use, operation and enjoyment of the Easements and rights granted to it hereunder.

Section 5.07 Section 127 of the Act

For the purposes of Section 127 of the Act, the obligations created against the Condominium Corporation by this Article V shall be deemed to be encumbrances against each unit and their appurtenant common interests contained within the Condominium Structure or shall constitute a claim against the Condominium Lands and appurtenant interests contained within the Condominium Structure, as the case may be.

Section 5.08 Original Building Plans

Except to the extent agreed by the Parties, all repairs to a Structure being performed hereunder shall be effected and performed substantially in accordance with the as built plans and specifications used in the construction or modification of the relevant Structure.

Section 5.09 Enjoyment of Easements

(a) The continued enjoyment by each Party to any Easements, rights or privileges hereby granted or referred to shall be dependent and conditional upon that Party contributing its Proportionate Share, all in accordance with the terms hereof and not being in default of its obligations pursuant to the terms hereof. The Non-Defaulting Party reserves all of its rights and remedies in law against the Defaulting Party.

(b) The benefits to a Party hereunder arising from any term or provision of this Agreement shall be construed as interdependent with the requirement by such Party to perform its obligations hereunder.

ARTICLE VI
FORCE MAJEURE

Section 6.01 Force Majeure

Whenever and to the extent a Party is prevented, hindered or delayed in the fulfilment of any obligation hereunder by reason of Force Majeure, that Party's obligation shall be postponed and such Party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist.

ARTICLE VII
LIENS, DEFAULT AND INTEREST

Section 7.01 Third Party Liens

Each Party agrees to promptly pay or cause to be paid all employees, subcontractors, material suppliers and workmen performing any of the Operation and Maintenance and to keep the Lands free from any and all liens (including construction liens) arising from the performance of the Operation and Maintenance. In the event a lien is registered on title to a Party's Lands, the Defaulting Party responsible for such lien shall indemnify and save harmless the Non-Defaulting Party from and against all actions, cause and causes of action, claims demands and expenses whatsoever which the Non-Defaulting Party may incur as a result of the registration. Furthermore, the Defaulting Party covenants and agrees that within ten (10) days of receiving a notice of a lien to take reasonable steps to discharge or vacate the lien from title.

Section 7.02 Liens Between the Parties

If at any time a Party becomes a Defaulting Party for failure to pay to the other Party any sum of money payable to such Party pursuant to the provisions of this Agreement, then, in addition to any rights of subrogation which the Non-Defaulting Party may have by operation of law, it shall (unless otherwise specifically provided herein) have a first lien and charge, to secure the payment of such sum of money, together with all costs and interest accruing thereon pursuant to Section 7.08(a), against the Structure (or any portion thereof) of the Defaulting Party. Such lien shall arise immediately upon the giving of written notice by the demanding payment of said sum of money and asserting the said lien against the Structure of the Defaulting Party. From and after the date upon which such lien arises, the Non-Defaulting Party shall be entitled to file a caution or such other notice of such lien as may be permitted by the provisions of the *Land Titles Act* 1990, c. L.5 and/or the Act, any amendments thereto, or by such other legislation that may be applicable to the title of the Parcel from time to time.

Section 7.03 Enforcement of Liens

If a lien shall arise against a Structure pursuant to Section 7.02, such lien shall be enforceable in the same manner as a mortgage in default pursuant to the provisions of the *Mortgages* Act R.S.O. 1990, c. M.40.

Section 7.04 Debts and Liens Survive Termination

Notwithstanding any termination of this Agreement, any debt or lien which has arisen pursuant Section 7.02 to prior to the termination shall remain in full force and effect until the amount secured thereby has been paid in full or satisfied, together with the costs and interest provided for in Section 7.08(a). For the purposes of Section 127 of the Act, a lien against the Condominium Structure shall be deemed to be an encumbrance against each unit and common interest therein.

Section 7.05 Liens Survive Conveyance

No conveyance or other divestiture of title shall in any way affect or diminish any lien arising pursuant to Section 7.02, and any lien which would have arisen against either the either Party pursuant to Section 7.02 had there been no conveyance or divestiture of title shall not be defeated, or otherwise diminished or affected, by reason of such conveyance or divestiture of title.

Section 7.06 Mortgagee's Right to Assignment of Lien

Any Party having a lien pursuant to Section 7.02 upon a Structure (or any portion thereof) shall have the right to assign such lien to a mortgagee thereof, upon payment by the mortgagee of the amount secured by such lien, or to give a full or partial discharge thereof upon receipt of the required amount.

Section 7.07 Failure to Maintain

(a) If at any time, either Party (the "**Defaulting Party**"):

(1) shall fail to perform any maintenance, repair or replacement work, where such Party is required to perform such work pursuant to this Agreement, in accordance with Acceptable Standards and such failure shall continue after notice is given to the Defaulting Party without the Defaulting Party having provided an adequate proposal for addressing the default;

(2) shall fail to pay any amount payable by it pursuant to this Agreement to the other Party or to a third party, as the case may be, and such default is not cured within 5 Business Days following receipt of notice of such default from the other Party (the "**Non-Defaulting Party**"); or

(3) shall default in any material respect in any of its obligations pursuant to this Agreement, other than payment of money, and fails to correct such default within 30 days following receipt of notice of such default from a Non-Defaulting Party, or if such default is not capable of being cured within 30 days, fails to commence to correct such default within such 30 day period and thereafter diligently proceed to complete the cure of such default;

(4) then the Non-Defaulting Party, in addition to any right or remedy at law or in equity available to it or them, shall have the remedies set forth in this Agreement.

(b) The Non-Defaulting Party having given a notice of default pursuant to Section 3.07(a) of this Agreement may, but shall not be obliged to, take all reasonable steps to cure the default including, without limitation, the payment on behalf of the Defaulting Party of any monies due and payable by the Defaulting Party, the purchase of insurance, the performance of maintenance, repair or replacement work, the hiring of contractors, the entering onto the Lands to reconstruct the Shared Facilities over the Lands of the Defaulting Party, the entering onto the Lands of the Defaulting Party, the exercise of any right of entry of the Defaulting Party, payment of any sums secured by lien and/or the filing of a bond to obtain an order vacating such lien. The Defaulting Party shall upon demand, reimburse the Party making such payments or taking such steps for all monies, and costs and expenses incurred, paid or incurred in the exercise of such rights, together with interest thereon as hereinafter provided. If the Non-Defaulting Party elects to cure the default of a Defaulting Party which cure requires reconstruction or maintenance then such reconstruction or maintenance shall be performed to the Acceptable Standards.

Section 7.08 Interest and Costs

(a) In each instance when a Party shall be obligated to pay any sum of money to another Party hereunder interest shall accrue thereon and be payable hereunder at fifteen percent (15%) per annum calculated daily and compounded monthly, in advance. All amounts unpaid, together with the interest thereon shall to the extent thereof be and constitute a lien and charge against the applicable Party's Lands or assets.

(b) If any legal action, demand or proceeding is brought, instituted or taken by a Non-Defaulting Party, or if the Non-Defaulting Party cures a default of the Defaulting Party, the Defaulting Party shall pay all expenses incurred by the Non-Defaulting Party, including a solicitor's fee (on a solicitor and his own client basis), unless a court shall otherwise award.

ARTICLE VIII
ARBITRATION

Section 8.01 Dispute Resolution

If the Parties are unable for a period of thirty (30) days to agree on any matter upon which they are required by the terms of this Agreement to agree or which is necessary for them to agree upon in order to conduct their respective businesses, then the matter shall be submitted to an arbitration panel. Arbitration proceedings shall be started by the Party desiring arbitration (hereinafter called the "**Initiating Party**") giving notice in accordance with Section 9.01 to the other Party (hereinafter called the "**Responding Party**") specifying briefly the matter to be arbitrated and designating an arbitrator, and the Responding Party shall be entitled to designate a second arbitrator by giving notice thereof in accordance with Section 9.01 to the Initiating Party within ten (10) days after receipt of the Initiating Party's notice. If the Responding Party shall

elect to designate a second arbitrator and deliver notice thereof within the time limited above, the two arbitrators so designated shall within ten (10) days following the receipt of the notice designating the Responding Party's arbitrator designate a third arbitrator to act jointly with them. If the arbitrators shall be unable to agree in the selection of the third arbitrator (who shall be the Chairman of the arbitration panel hereunder), the third arbitrator shall be designated by the Court upon proper application by the Initiating Party pursuant to the provisions of the *Arbitration Act 1991*, S.O. 1991, c. 17, as amended. The arbitration panel shall then promptly proceed to hear the evidence and submissions of the Initiating Party and the Responding Party and shall render a written decision within thirty (30) days after the designation of the third arbitrator. The decision of the majority of the arbitration panel shall be deemed to be the decision of the arbitration panel, both in respect of the procedure and conduct of the Parties during the arbitration and the final determination of the matter to be arbitrated, and such decision shall be final and binding upon the Parties and shall not be subject to appeal and may be made an order of the Court pursuant to the *Arbitration Act 1991*, S.O. 1991, c. 17, as amended. Submission to arbitration as provided in this Section shall be a condition precedent to the bringing of any legal action with respect to any matter expressly required or permitted to be arbitrated pursuant to the provisions of this Agreement. The arbitration panel shall have the authority to assess the costs of the arbitration panel against either or both the Initiating Party or the Responding Party but each Party, however, shall bear its own evidence, witness, and legal counsel fees. It is agreed that the arbitration shall take place in Ottawa, Ontario and that such arbitration shall be held for the purpose of hearing such evidence and representations as either the Initiating Party or Responding Party or both of them may present at a time and place in Ottawa, Ontario to be agreed upon at the time by the parties or, failing such agreement, by the arbitrators. Furthermore, the Party in whose favour the arbitration decision is rendered shall be entitled to specific performance to ensure that such decision is properly carried out.

Section 8.02 Failure to Designate Arbitrator

If the Responding Party shall fail to designate an arbitrator and deliver notice thereof to the Initiating Party within the time limited in Section 8.01, then the arbitrator appointed by the Initiating Party shall be entitled to arbitrate the matter to be arbitrated as if appointed a single arbitrator pursuant to the provisions of the *Arbitration Act 1991*, S.O. 1991, c. 17, as amended.

ARTICLE IX
NOTICES

Section 9.01 Notices

(a) Any notice, communication or request to be given to a Party shall be in writing, and may be delivered by email, registered mail or personal delivery addressed to such Party at the following addresses and shall be deemed received by the addressee (i) if sent by email between 9:00 am and 4:30 pm on any Business Day, when sent by the sender; (ii) if sent by email after 4:30 pm on any Business Day, at 9:00 am on the next Business Day: and (iii) if personally delivered, when so delivered:

(1) in the case of C-Albert:

c/o Claridge Homes Inc.
505 Preston Street
Ottawa, ON K1S 4N7

Attention: Neil Malhotra
e-mail: neil.malhotra@claridgehomes.com

(2) in the case of the Condominium Corporation:

OCSCC 1106 c/o Sentinel Management Inc.
5832 Bank Street
Ottawa, ON K4P 1B9

Attention: Evan Lloyd
e-mail: moon@sentinelmanagement.com

ARTICLE X
ASSIGNMENT AND CHARGE

Section 10.01 Assignment

(a) Neither Party (the "**Assignor**") to this Agreement may transfer its interest in its Lands or any part thereof to another person without obtaining a covenant from the proposed transferee (the "**Assignee**") addressed to the other Party pursuant to which the Transferee agrees to be bound by and to assume all of the burdens and obligations of the Transferor contained in this Agreement. The Transferor, the Transferee and the other Party will execute an agreement substantially in the form attached hereto as Schedule "F" (the "**Assumption Agreement**") requiring the Transferee to assume all of the obligations of the Transferor under this Agreement, including the obligation to obtain an Assumption Agreement from any assignee of the Transferee. For the purposes of this Section 10.01, the word "transfer" shall mean any disposition of all or any portion of a Party's Lands including, without limitation, a deed, transfer, option or agreement to grant an option or a lease for any term exceeding twenty (20) years. Each Party acknowledges and agrees that either Party may lease, licence or agree to lease or licence its Lands for terms of less than twenty (20) years without being required to obtain an Assumption Agreement from its tenant provided that such Party shall not be released and shall remain liable for the performance of all of its covenants and obligations contained herein.

(b) Either Party may, without the necessity of conveying title to such Party's Structure, assign or otherwise transfer to any lessee or mortgagee of any part of its Structure, all or any of the rights, privileges, easements and rights of entry applicable to the Lands and any such lessee may in turn assign or otherwise transfer all or any of such rights, privileges, easements and rights of entry to a mortgagee covering the leasehold estate of such lessee, and any such lessee or mortgagee may exercise any such right, privilege, easement and right of entry so assigned or otherwise transferred to it to the same extent as if in each instance this Agreement specifically granted such right, privilege, easement or right of entry to such lessee or mortgagee. In the event that they shall exercise any such right or privilege, such lessee or mortgagee shall be subrogated to the rights of its lessor or assignor to assert a lien against the other Party's Structure under Section 7.02. Notwithstanding the foregoing, neither Party shall be bound to recognize any such assignment or other transfer, or the exercise or accrual of any rights pursuant to such assignment or other transfer, until such Party is given written notice of such assignment or other transfer pursuant to Section 9.01.

Section 10.02 Charge

No Party (the "**Chargor**") to this Agreement may charge, mortgage or create a security interest in its interest in the Lands or any part thereof ("**Security**") in favour of another person (the "**Chargee**") without the Chargee first obtaining a covenant from the Chargee substantially in the form attached hereto as Schedule "G" (the "**Chargee Agreement**") addressed to the other Party pursuant to which the Chargee agrees to be bound by and to assume or to cause its transferee to be bound by and assume all of the burdens and obligations of the Transferor contained in this Agreement on any enforcement of its Security, including the obligation to obtain a Chargee Agreement from any assignee of the Chargee.

Section 10.03 Release

If either Party transfers its interest in the Lands to an Assignee, effective upon the transfer, the Assignee will become the successor in title to the Assignor and will thereafter be subject to the obligations of the Assignor pursuant to this Agreement with respect to the interest so transferred. Upon any such transfer and compliance with Section 9.01, the Assignor will be released from any obligations under this Agreement arising after the transfer.

Section 10.04 Continuity

This Agreement will continue and remain in full force and effect upon any person succeeding to the interest of either Party hereto.

ARTICLE XI
TERM AND TERMINATION

Section 11.01 Termination

This Agreement cannot be terminated other than by the written consent of each Party or their respective successors and assigns. Unless such written consent includes a specific surrender and release of the Easements, the termination of this Agreement will not result in the termination of those Easements.

Section 11.02 Termination of the Condominium Corporation

In the event of a termination of the Condominium Corporation pursuant to the Act, the Condominium Corporation covenants and agrees that it will continue after such termination to be bound by the provisions of this Agreement, and will execute such further assurances as may be required to give effect to this Section 11.02.

ARTICLE XII
GENERAL PROVISIONS

Section 12.01 Provisions Run With The Servient Lands

(a) The servient Party covenants and agrees that it will not interfere with, hinder, impede, or disturb the enjoyment of any applicable Easement and all other rights, benefits and privileges conferred on the dominant Party in this Agreement except as expressly provided in this Agreement.

(b) Each Party hereby acknowledges and agrees that the Easements and rights and provisions provided for and referred to in this Agreement establish a basis for mutual and reciprocal use and enjoyment of the Easements, rights and provisions and as an integral and material consideration for the continuing right to such use and enjoyment each Party hereby accepts and agrees to assume the burden of and to be bound by each and every of the covenants entered into by them in this Agreement.

(c) Provisions of this Agreement are intended to run with the applicable Lands intended to be benefited or burdened thereby, as the case may be, and, except may otherwise be specifically provided, will bind and enure to the benefit of each Party and its respective successors and assigns.

Section 12.02 Planning Act

This Agreement is entered into subject to the express condition that it is to be effective only on obtaining such consents, if any, as may be required under Section 50 of the *Planning Act*, R.S.O. 1990, as amended, or any successor legislation or other statute which may hereafter be passed to take the place of the said Act or to amend the same.

Section 12.03 Sale By C-Albert

Nothing in this Agreement shall prevent or be deemed to prevent the sale, transfer, mortgaging, pledging, encumbering or other disposition by C-Albert of the whole or any part of the Albert Lands. In the event of the sale by C-Albert (or by any of the parties comprising C-Albert with respect to its interest) of the Albert Lands, C-Albert (or the party selling its interest) shall, without further agreement, be freed and relieved of all liability with respect to the covenants and obligations of C-Albert herein contained relating to the portion or interest so sold, provided a valid assignment of C-Albert's rights and obligations pursuant to the terms of this Agreement shall be entered into by the party to whom the Albert Lands or any part thereof is being transferred.

Section 12.04 Rezoning and Severance

The Condominium Corporation covenants and agrees that it will not object to and will consent to any minor variance in zoning or any land severance of the whole or any part of Albert Lands by C-Albert and, in each case, the Condominium Corporation will execute and deliver, forthwith on request, any and all documents and consents required by C-Albert for such purposes.

Section 12.05 Covenant re Environmental Matters

Each Party shall notify the other promptly in the event of any spill or discharge of Hazardous Substance upon the Lands caused by it or by those for whom it is responsible at law from and after the date of this Agreement in connection with the Easements, and shall promptly forward to the other Party copies of all orders, notices, permits, applications or other communications and reports it receives in connection therewith. Each Party covenants and agrees to remove any such Hazardous Substance, the spill or discharge of which has been so caused by it or by those for whom it is at law responsible (or if removal is prohibited by Environmental Law, to take whichever action is required by Environmental Law) promptly upon discovery at its sole expense.

Section 12.06 Survival

(a) Notwithstanding the termination of this Agreement, if at the time of such termination, either Party shall be obligated to pay any sum of money pursuant to the provisions hereof, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon together with costs, shall be paid, and any lien securing the payment of such sum of money shall, as provided in Section 7.02, remain in force and effect and continue to secure such payment and any interest which shall accrue thereon.

Section 12.07 Further Easements

In the event it is determined by either Party or their successors and assigns that any new easement or right is required and which is essential for the purpose of maintaining, operating, repairing, replacing and inspecting or gaining any required access to the Shared Facilities, which is essential to service either of the Lands or is necessary for the reasonable use and enjoyment of either Structure (the "**Grantee**") then the Party over whose Lands the easement or right is required (the "**Grantor**") shall execute all grants, conveyances, instruments and assurances as are required to grant or convey or transfer same, provided that the Grantor of such easement or right shall not be required to grant same if its Lands shall be materially diminished thereby, or if same would interfere with the use and enjoyment of any amenity or installation on

its Lands, provided further that the Grantee of such easement or right financially secures to the said Grantor to its satisfaction, reasonably exercised, its liability to bear all costs, expenses and damages, direct or indirect, caused to the Grantor to its Lands as a result of the grant herein contemplated which the Grantee hereby covenants and agrees to do and further that such Grantee provides detailed plans and specifications showing the location and specifications respecting such service to be installed or created.

Section 12.08 Amendment

No modification of this Agreement shall be effective unless the same is in writing and is executed by each Party.

Section 12.09 Status Certificate

(a) A Party, within ten (10) Business Days after receipt of a written request by or on behalf of the other Party, or an existing or prospective purchaser, tenant or Chargee of an interest in any part of the Lands (the "**Inquiring Person**") and upon the payment of a reasonable fee not in excess of $200.00 established by such Party to whom the request has been sent, will execute and make available to the Inquiring Person, a certificate stating:

(1) whether or not this Agreement has been modified, and if this Agreement has been modified the certificate will identify the nature of the of the modifications;

(2) whether or not the Party executing the certificate has given or received notice of any default by such Party or by any other Party and specifying the nature and extent thereof and setting out what steps have been taken to cure such default and the amount of the costs and expenses actually or anticipated to be paid or incurred by the Party seeking remediation of the default if such information is reasonably available; and

(3) whether or not a specific person has delivered an Assumption Agreement or a Chargee Agreement if the Inquiring Person has requested such information with respect to such specific person in its written request.

Section 12.10 Estoppel Defence

The status certificate referred to in Section 12.09 may be pleaded and will be a complete defence by the Inquiring Person to any action brought on a claim that is inconsistent with the facts stated in such certificate.

Section 12.11 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated and each Party shall negotiate in good faith to modify the Agreement to preserve each Party's anticipated benefits under this Agreement.

Section 12.12 Division/Headings

The division of this Agreement into sections, subsections, paragraphs and subparagraphs and the insertion of headings or captions are for convenience of reference only and shall not affect the construction or interpretation of this Agreement or any part hereof.

Section 12.13 Interpretation

This Agreement shall be read with all changes of gender and number as required by the context.

Section 12.14 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes every previous agreement, communication, expectation, negotiation, representation and understanding, whether written or oral, express or implied, statutory or otherwise, between the Parties with respect to the subject matter hereof.

Section 12.15 Time of the Essence

Time shall be of the essence in the performance of each obligation under this Agreement.

Section 12.16 No Partnership or Agency

Each Party does not in any way whatsoever or for any purpose become a partner of the other, or joint venturers or members of a joint enterprise, nor is the relationship of principal and agent created.

Section 12.17 Further Assurances

Except as otherwise expressed herein to the contrary, each Party shall, without receiving additional consideration therefor, co-operate with and take such additional action and execute such further and other instruments, agreements or related documents or such other acts or assurances as may be requested by the other Party, acting reasonably, in order to carry out the purpose and intent of this Agreement.

Section 12.18 Governing Law

This Agreement has been executed in the Province of Ontario and, for all purposes, shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

Section 12.19 Compliance with Law

Each Party in performing its obligations and exercising its rights under this Agreement covenants and agrees to comply with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction over the Lands.

Section 12.20 Compliance with Agreement

Each Party covenants and agrees to comply with all of the provisions herein contained and will not authorize or condone any breach thereof by any resident, occupant, tenant, licensee, visitor, guest, servant or agent.

Section 12.21 Successors and Assigns

This Agreement shall be binding upon and shall enure to the benefit of each Party and their respective successors and assigns.

Section 12.22 Counterparts

This Agreement may be executed and delivered in any number of counterparts, with the same effect as if each Party had signed and delivered the same document, and all counterparts shall together constitute one and the same original document.

[*Signature Page Follows*]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first mentioned.

CLARIDGE HOMES (ALBERT) INC., in its capacity as general partner of CLARIDGE HOMES (ALBERT) LIMITED PARTNERSHIP

Per: _____
Name: Shawn Malhotra
Title: C.O.O.

Per: _____
Name:
Title:
I/We have authority to bind the corporation

OTTAWA-CARLETON STANDARD CONDOMINIUM CORPORATION NO. 1106

Per: _____
Name: Shawn Malhotra
Title: President

Per: _____
Name:
Title:
I/We have authority to bind the corporation

SCHEDULE "A"

Condominium Lands

FIRSTLY LANDS: PIN 04114-0434

PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603; SUBJECT TO AN EASEMENT OVER PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; SUBJECT TO AN EASEMENT OVER PART 9 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; SUBJECT TO AN EASEMENT OVER PART 10 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; SUBJECT TO AN EASEMENT OVER PART 39 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 & PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PART 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 13 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 12 & 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 12 & 13 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 14 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 14 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 15 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 12 & 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) BEING PT 51 ON 4R35603 AS IN OC2644150;

TOGETHER WITH AN EASEMENT OVER PART LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PTS 3 & 10 ON 4R35603 AS IN OC1615527; SUBJECT TO AN EASEMENT OVER PTS 28 & 39 ON 4R35603 AS IN OC2257574; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN OC2657160; SUBJECT TO AN EASEMENT IN FAVOUR OF ENBRIDGE GAS INC. AS IN OC2657069; SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS COMMUNICATIONS INC. AS IN OC267145; CITY OF OTTAWA

SECONDLY LANDS: PIN 04114-0438

PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PART 5 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 5 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN OC2657160; SUBJECT TO AN EASEMENT IN FAVOUR OF ENBRIDGE GAS INC. AS IN OC2657069; SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS COMMUNICATIONS INC. AS IN OC267145; CITY OF OTTAWA

THIRDLY LANDS: PIN 04114-0439

PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 41 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 41 ON 4R35603 IN FAVOUR OF PART OF

LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN OC2657160; SUBJECT TO AN EASEMENT IN FAVOUR OF ENBRIDGE GAS INC. AS IN OC2657069; SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS COMMUNICATIONS INC. AS IN OC267145; CITY OF OTTAWA

FOURTHLY LANDS: PIN 04114-0440

PART OF LOTS 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 50 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 50 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT

8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT 20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN OC2657160; SUBJECT TO AN EASEMENT IN FAVOUR OF ENBRIDGE GAS INC. AS IN OC2657069; SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS COMMUNICATIONS INC. AS IN OC267145; CITY OF OTTAWA

FIFTHLY LANDS: PIN 04114-0441

PART OF LOT 13, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 53 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 53 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603 AND PART OF LOT 13 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, PARTS 22, 52 & 54 ON 4R35603 AS IN OC2644150.; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 8 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 12 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 13 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 12 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 14 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 15 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH OF ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 16 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 19 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922, BEING PT

20 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PTS 21 & 22 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 23 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 24 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 25 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 26 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 29 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 33 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 37 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 38 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12 & 13 SOUTH QUEEN STREET (NUMBERING WESTWARD)PART OF LOTS 12 & 13 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922 BEING PT 42 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 48 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 51 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922 BEING PT 54 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT IN FAVOUR OF BELL CANADA AS IN OC2657160; SUBJECT TO AN EASEMENT IN FAVOUR OF ENBRIDGE GAS INC. AS IN OC2657069; SUBJECT TO AN EASEMENT IN FAVOUR OF ROGERS COMMUNICATIONS INC. AS IN OC267145; CITY OF OTTAWA

SCHEDULE "B"

Albert Lands

FIRSTLY LANDS: PIN 04114-0432

PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 1, 2, 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 30, 31, 32, 33, 34, 35, 37, 38, 40, 42, 43, 44, 45, 46, 47, 48, 49 & 51 ON 4R35603; TOGETHER WITH OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644149; SUBJECT TO AN EASEMENT OVER PART 8 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150 ; SUBJECT TO AN EASEMENT OVER PART 12 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 13 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 14 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 15 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 16 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 19 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150 ; SUBJECT TO AN EASEMENT OVER PART 20 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PARTS 21 & 22 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 23 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 24 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND

PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150 ; SUBJECT TO AN EASEMENT OVER PART 25 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 26 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 29 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 33 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 37 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150 ; SUBJECT TO AN EASEMENT OVER PART 38 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 42 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150 ; SUBJECT TO AN EASEMENT OVER PART 48 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PART 51 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET(NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; SUBJECT TO AN EASEMENT OVER PTS 2, 7, 11, 13, 17, 18, 19, 29 & 30 ON 4R35603 AS IN OC1615527; SUBJECT TO AN EASEMENT OVER PTS 27, 29, 30, 31, 32, 33, 34, 35 & 38 ON 4R35603 AS IN OC2257574; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922 BEING PART 9 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922 BEING PART 10 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART OF LOT 12 SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922 BEING PART 39 ON 4R35603 AS IN OC2644149; CITY OF OTTAWA

SECONDLY LANDS: PIN 04114-0435

PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 22 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 22 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922;

PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 9 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 10 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 39 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; CITY OF OTTAWA

THIRDLY LANDS: PIN 04114-0436

PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 52 ON 4R35603; SUBJECT TO AN EASEMENT OVER PART 52 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 9 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 10 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 39 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; CITY OF OTTAWA

FOURTHLY LANDS: PIN 04114-0436

PART OF LOT 13 SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART 54 ON 4R35603; SUBJECT TO AN EASEMENT OVER PT 54 ON 4R35603 IN FAVOUR OF PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD) PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644150; TOGETHER WITH AN EASEMENT OVER PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOTS 12, 13, 14 & 15 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 3, 4, 9, 10, 28, 36 & 39 ON 4R35603 AND PART OF LOTS 12, 13 & 14, SOUTH QUEEN STREET (NUMBERING WESTWARD)PLAN 3922; PART OF LOT 14 NORTH ALBERT STREET (NUMBERING WESTWARD) PLAN 3922; PARTS 5, 41, 50 & 53 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 9 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 10 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PART LOT 12 SOUTH OF QUEEN STREET (NUMBERING WESTWARD) BEING PT 39 ON 4R35603 AS IN OC2644149; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN NS11496; TOGETHER WITH AN EASEMENT OVER PT 55 ON 4R35603 AS IN CR721566; TOGETHER WITH AN EASEMENT OVER PTS 56 & 57 ON 4R35603 AS IN OC1615527; CITY OF OTTAWA

SCHEDULE "C"

Shared Facilities

PART #	OWNERSHIP	IN FAVOUR OF	SHARED FACILITY	LEVEL
27	C-ALBERT	THE CONDOMINIUM CORPORATION	TERRACE/ RETAIL ROOF (PIN 04114-0417)	2ND & UP
28	C-ALBERT	THE CONDOMINIUM CORPORATION	TERRACE/ RETAIL ROOF(PIN 04114-0004)	2ND & UP
52	C-ALBERT	THE CONDOMINIUM CORPORATION	STORM CISTERN ACCESS ROOM & OLRT ROOF HATCH ACCESS	ELEVATION 78.9
52	C-ALBERT	THE CONDOMINIUM CORPORATION	STORM CISTERN ACCESS ROOM	ELEVATION 78.5
52	C-ALBERT	THE CONDOMINIUM CORPORATION	STORM CISTERN ACCESS ROOM	ELEVATION 77.9
52	C-ALBERT	THE CONDOMINIUM CORPORATION	STORM CISTERN	G
6	C-ALBERT	THE CONDOMINIUM CORPORATION	STORM CISTERN (SUBJECT TO INST. OC1615527)	ELEVATION 73.2
14	C-ALBERT	THE CONDOMINIUM CORPORATION	FIRE PUMP ROOM	ELEVATION 73.2
15	C-ALBERT	THE CONDOMINIUM CORPORATION	WATER ENTRY ROOM	ELEVATION 73.2
16	C-ALBERT	THE CONDOMINIUM CORPORATION	GREASE INTERCEPTOR	ELEVATION 73.2
20	C-ALBERT	THE CONDOMINIUM CORPORATION	DEMARCATION ROOM	ELEVATION 73.2
21	C-ALBERT	THE CONDOMINIUM CORPORATION	GREASE INTERCEPTOR	ELEVATION 73.2
22	C-ALBERT	THE CONDOMINIUM CORPORATION	GLYCOL/HEATING ROOM	ELEVATION 73.2
23	C-ALBERT	THE CONDOMINIUM CORPORATION	SHARED GENERATOR	ELEVATION 73.2
24	C-ALBERT	THE CONDOMINIUM CORPORATION	SHARED HYDRO VAULT	ELEVATION 73.2
38	C-ALBERT	THE CONDOMINIUM CORPORATION	WATER ENTRY ROOM SUBJECT TO INST. OC1615527	ELEVATION 73.2
6	C-ALBERT	THE CONDOMINIUM CORPORATION	STORM CISTERN (SUBJECT TO INST. OC1615527)	P1
14	C-ALBERT	THE CONDOMINIUM CORPORATION	FIRE PUMP ROOM	P1
15	C-ALBERT	THE CONDOMINIUM CORPORATION	WATER ENTRY ROOM	P1
16 Warren said remove	C-ALBERT	THE CONDOMINIUM CORPORATION	GREASE INTERCEPTOR	P1
20	C-ALBERT	THE CONDOMINIUM CORPORATION	DEMARCATION ROOM	P1
21	C-ALBERT	THE CONDOMINIUM CORPORATION	GREASE INTERCEPTOR	P1

Warren said remove				
22	C-ALBERT	THE CONDOMINIUM CORPORATION	GLYCOL/HEATING ROOM	P1
23	C-ALBERT	THE CONDOMINIUM CORPORATION	SHARED GENERATOR	P1
24	C-ALBERT	THE CONDOMINIUM CORPORATION	SHARED HYDRO VAULT	P1
38	C-ALBERT	THE CONDOMINIUM CORPORATION	WATER ENTRY ROOM SUBJECT TO INST. OC1615527	P1
6	C-ALBERT	THE CONDOMINIUM CORPORATION	STORM CISTERN SUBJECT TO INST. OC1615527	P2

SCHEDULE "D"

Reference Plan

SCHEDULE "E"

Approved Budget for First Calendar Year

Expense Allocation Table

Budget Item	Total Cost	Condominium Corporation	C-Albert
Garage Door	$1,000.00	$ 500.00	$ 500.00
Winter Maintenance	$5,000.00	$2,500.00	$2,500.00
Summer Maintenance 2nd Floor rooftop	$5,000.00	$2,500.00	$2,500.00
Hydro Vault/ Mechanical spaces	$1,000.00	$ 500.00	$ 500.00
Water Sprinkler Room	$1,000.00	$ 500.00	$ 500.00
Electrical room	$1,000.00	$ 500.00	$ 500.00
Drive Aisle Maintenance	$3,000.00	$1,500.00	$1.500.00
Cleaning/Utility	$3,000.00	$1,500.00	$1,500.00
Totals	$20,000.00	$10,000.00	$10,000.00

SCHEDULE "F"

Form Of Assignment And Assumption Agreement

AGREEMENT made as of the • day of •, 20•.

BETWEEN:

•

(the "**Assignor**")

- and -

•

(the "**Assignee**")

- and -

•

(the "**Other Owner**")

WHEREAS the Assignor is the owner of the lands and premises legally described in Schedule A hereto (the "**Property**") which are subject to/have the benefit of the shared facilities agreement attached hereto as Exhibit "A" (the "**Shared Facilities Agreement**");

AND WHEREAS the Assignor proposes to transfer its right, title and interest in and to the Property to the Assignee as of and from [Insert date] (the "**Effective Date**");

AND WHEREAS Section 10.01 of the Shared Facilities Agreement provides, inter alia, that the Assignor shall be permitted to transfer its rights and obligations under the Shared Facilities Agreement to any transferee of the Property only if such transferee executes a written agreement with the other parties to the Shared Facilities Agreement in which such transferee agrees to assume all of the burdens and obligations of the Assignor under the Shared Facilities Agreement including the obligation to obtain an assumption agreement from any assignee of such transferee;

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Assignment

The Assignor hereby assigns and transfers unto the Assignee all of the Assignor's right, title and interest in, to and under the Shared Facilities Agreement and all other rights, benefits and advantages accruing to the Assignor thereunder or arising therefrom, to have and to hold the same absolutely, effective as of the Effective Date.

2. Assumption

The Assignee hereby accepts the assignments and transfers contained in Section 1 hereof and covenants and agrees to assume, observe, perform and fulfil, each and every covenant, proviso, obligation, term and condition of the Assignor in, to and under the Shared Facilities Agreement relating to the period from and after the Effective Date to the same extent as if it had been originally named as a party to the Shared Facilities Agreement in the place of the Assignor, subject to the proviso that the Assignee will not be liable for any obligation, liability or responsibility of the Assignor under the Shared Facilities Agreement which arose, accrued or fell due prior to the Effective Date, which obligations, liabilities and responsibilities shall remain those of the Assignor.

3. Indemnity by Assignor

The Assignor hereby agrees to fully indemnify and save harmless the Assignee from and against any and all claims, demands, awards, judgements, actions and proceedings (collectively, the "**Claims**") arising from or in connection with, or resulting from, any breach by the Assignor or those for whom the Assignor is legally responsible of any of the Assignor's obligations under the Shared Facilities Agreement, which arose, or relate to the period, prior to the Effective Date.

4. Indemnity by Assignee

The Assignee hereby agrees to fully indemnify and save harmless the Assignor from and against any and all Claims arising from or in connection with, or resulting from, any breach by the Assignee or those for whom the Assignee is legally responsible of any of the Assignee's obligations under the Shared Facilities Agreement which arise, or relate to the period, following the Effective Date.

5. Future Assignments

Without limiting the generality of Section 4 above, the Assignee acknowledges and agrees that any future assignment of the Shared Facilities Agreement shall be subject to Section 11.01 of the Shared Facilities Agreement, including the obligation of the Assignee to obtain an assumption agreement from any subsequent assignee.

6. Further Assurances

Each of the parties hereto shall execute and deliver such additional documents and instruments and shall perform such additional acts as may be necessary or appropriate in connection with this Agreement and all transactions contemplated by this Agreement to effectuate, carry out and perform all of the covenants, obligations and agreements of this Agreement and such transactions.

7. Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

8. Governing Law

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract.

9. Counterparts

This Agreement may be executed in several counterparts and may be delivered by electronic transmission, each of which shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

10. Headings, Extended Meanings

The headings in this Agreement are inserted for convenience of reference only and shall not constitute a part hereof and are not to be considered in the interpretation hereof. In this Agreement, words importing the singular include the plural and vice versa; words importing the masculine gender include the feminine and vice versa; and words importing persons include firms or corporations and vice versa.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first mentioned above.

•(Assignor)

Per:_____
Name: •
Title: •

Per:_____
Name: •
Title: •

I/We have the authority to bind the Corporation.

•(Assignee)

Per:_____
Name: •
Title: •

Per:_____
Name: •
Title: •

I/We have the authority to bind the Corporation.

•(Other Owner)

Per:_____
Name: •
Title: •

Per:_____
Name: •
Title: •

I/We have the authority to bind the Corporation.

SCHEDULE "G"

Form Of Chargee Agreement

THIS AGREEMENT dated this • day of •, •.

B E T W E E N:

• (the "**Chargee**")

OF THE FIRST PART

- and -

• (the "**Other Owner**")

OF THE SECOND PART

WHEREAS • (the "**Chargor**") is the owner of the lands and premises legally described in Schedule A hereto (the "**Property**") which are subject to/have the benefit of the shared facilities agreement between the Chargor and the Other Owner attached hereto as Exhibit "A" (the "**Shared Facilities Agreement**");

AND WHEREAS the Chargor proposes to charge its right, title and interest in and to the Property to the Chargee under a charge of the Property (the "**Security**");

AND WHEREAS Section 10.02 of the Shared Facilities Agreement provides, inter alia, that the Chargor shall be permitted to charge its rights and obligations under the Shared Facilities Agreement to any chargee of the Property, provided that such chargee executes a written agreement in which such chargee agrees to the terms of this Agreement.

NOW THEREFORE IN CONSIDERATION of the sum of Two Dollars ($2.00) of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto covenant and agree, to and with each other, as follows:

1. Definitions

All capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Shared Facilities Agreement.

2. Recitals

The parties hereto hereby acknowledge and confirm that the foregoing recitals are true both in substance and in fact.

3. Assignment of Security

The Chargee hereby confirms and agrees that it shall not assign any interest in its Security without executing (by way of a counterpart or otherwise) an agreement with the proposed transferee of such interest (referred to herein as the "**Transferee**") in favour of the Other Owner, wherein the Transferee covenants and agrees to be bound by all of the terms and provisions of this Agreement.

4. Transfer of Property by the Chargee

4.1 In the event that the Chargee succeeds to the interest of the Chargor or becomes a mortgagee in possession, directly or by private or court ordered appointment of a receiver or manager of the Property, then the Chargee shall agree to be bound by the obligations of the Chargor set out in the Shared Facilities Agreement for so long only as the Chargee remains directly or indirectly in actual possession of the Property. Notwithstanding the foregoing, the Chargee shall not be liable for any act or omission of the Chargor which predates the date upon which the Chargee succeeds to the interest of the Chargor or becomes a mortgagee in possession, directly or by the private or court ordered appointment of a receiver or receiver and manager of the Property.

4.3 In the event the Chargee proposes to transfer the Property (the "**Proposed Transfer**") to any person (the "**Proposed Transferee**") pursuant to its rights set out in its Security, or at law or otherwise, the Chargee will not exercise such rights without first requiring the Proposed Transferee to execute (by way of a counterpart or otherwise) an Assumption Agreement wherein the Proposed Transferee agrees to be bound by the terms of the Shared Facilities Agreement, and to assume and perform the obligations of the Chargor thereunder (the "**Assumption**"). The Chargee shall provide to the Other Owner a counterpart of the Assumption Agreement and all information available to the Chargee regarding the identity, reputation, capacity and financial strength of the Proposed Transferee.

5. Acknowledgements

5.1 The Other Owner hereby consents, if and to the extent necessary, to the granting of the Security by the Chargor.

5.2 The Other Owner acknowledges and confirms that, as of the date of this Agreement, to the best of its knowledge, the Shared Facilities Agreement is in good standing and the Chargor is not in default of any of the terms and conditions thereof.

6. Events of Default

6.1 The Other Owner shall provide notice to the Chargee of any default by the Chargor.

6.2 The Other Owner shall provide the Chargee with an opportunity to cure any default by the Chargor (but the same shall not impose nor create any obligation on the Chargee to cure any such default), shall accept performance by the Chargee or its agent or receiver in the place and stead of the Chargor.

7. Further Assurances

The parties hereto shall, upon request, at all times and from time to time execute and deliver to each of the others all such further documents, agreements or other assurances as may be reasonably necessary to give effect to this Agreement and to carry out the intent hereof.

8. Successors and Assigns

This Agreement is binding upon and shall enure to the benefit of each of the parties hereto, and their respective successors and permitted assigns.

9. Counterparts

This Agreement may be signed in counterparts and each of such counterparts shall constitute an original document and such counterparts, taken together, shall constitute one and the same instrument.

10. Notice

Any notice or other communication required or permitted to be given under this Agreement shall be shall be in writing and shall be served by sending the same by electronic mail or by hand delivery (including courier) addressed as follows:

If to the Chargee:

•

If to the Other Owner:

•

A notice given by hand delivery shall be deemed to have been received on the day it is delivered. A notice given by e-mail shall be deemed to have been received on the day it is transmitted by e-mail. If any notice delivered by hand or transmitted by e-mail is so delivered or transmitted, as the case may be, either on a day that is not a Business Day or on a Business Day after 4:00 p.m. (recipient's local time), then such notice shall be deemed to have been received by such recipient on the next Business Day. A notice given by e-mail shall be deemed to have been received by the recipient on the day it is transmitted only if an e-mail receipt (maintained by the sender) indicates that the transmission of such notice was successful.

11. Governing Law

This Agreement shall be governed by and be construed in accordance with the laws of the Province of Ontario.

12. Headings

The inclusion of headings in this Agreement is for convenience of reference only and shall not affect the construction and interpretation of this Agreement.

13. Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no warranties, representations or collateral agreements between the parties in connection with the subject matter herein.

14. Time of the Essence

Time shall be of the essence with respect to all terms and provisions herein contained.

[The remainder of this page has intentionally been left blank]
Signatures follow on next page

IN WITNESS WHEREOF the parties have executed this Agreement.

•(Chargee)

Per:_____
Name:
Title:

I/We have the authority to bind the Corporation.

•(Other Owner)

Per:_____
Name:
Title:

I/We have the authority to bind the Corporation.